

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

INDECK KEYSTONE ENERGY LLC,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 04-325 Erie
)	
VICTORY ENERGY OPERATIONS)	Judge Sean J. McLaughlin
LLC,)	
)	
Defendant)	

ORDER

AND NOW, this _____ day of April, 2007, the Defendant's Motion for Ruling that EPTI's Conduct in Performing the Contract Could Not Be Deemed a Waiver That Was Subject to Revocation is granted and this Court finds, as a matter of law, that because the License Agreement is ambiguous as to the meaning of the term "Products," EPTI could not have waived enforcement of any limitation on Products by permitting VEO to manufacture and sell O style watertube package boilers with membrane walls or other allegedly "non-standard" features, and neither EPTI nor IKE could have "revoked" any waiver or authorization given by EPTI.

Sean J. McLaughlin
United States District Judge